



IATAN Logo License Agreement

In consideration of the mutual covenants and promises in this Agreement, The International Air Transport Association (IATA) and you agree as follows:

1. **General.** You acknowledge, for all purposes, that any and all intellectual property rights of IATA, and any goodwill or other interests or rights thereto are and shall at all times remain the exclusive property of IATA, and, unless expressly provided for in this Agreement, may not be used without the prior written consent of IATA.
2. **Grant of License.** Subject to the terms and conditions of this Agreement, IATA grants to you a non-exclusive, non-transferable, non-sublicensable, royalty-free license for the term of this Agreement to use its Certification mark (the IATAN Logo, a “**Licensed Certification mark**”, depicted in Exhibit 1) solely for the purposes of those activities provided for in this Agreement and Exhibit 1, which Exhibit may be amended by IATA from time to time ([Usage Guidelines for the “Accredited by IATAN” Logo](#)) attached hereto and forming part of this Agreement.
3. **Use of the Licensed Certification mark.** You agree to use the Licensed Certification mark only in the manner outlined in Exhibit 1 hereto, and if for any other use, in the manner approved in advance and in writing by IATA. Without prejudice to the other provisions of this Agreement, you shall, when using the Licensed Certification mark:
 - (i) ensure that the use is not detrimental or harmful to IATA and/or the Licensed Certification mark (or its corresponding registration) and does not damage the goodwill in the Licensed Certification mark;
 - (ii) ensure that the Licensed Certification mark is used in a manner which significantly distinguishes it from any surrounding adjacent text or Certification marks; and
 - (iii) ensure that all advertising, promotional and other materials display a legend in a sufficiently prominent place indicating that the Licensed Certification mark “is the property of IATA and is used under license” or such other similar words to that effect as the Parties may agree.
4. **Quality Standards.** You agree that when using the Licensed Certification mark as contemplated by this Agreement, including, but not limited to, in all advertising and promotional materials, such use shall meet the quality and presentation standards as set forth in Exhibit 1 or other applicable procedures manual(s) as amended from time to time or as otherwise promulgated from time to time by IATA; provided that with respect to amendments to such guidelines or procedure manuals, you shall be required to comply therewith as promptly as reasonably practicable.
5. **Goodwill.** You acknowledge that any goodwill or other interests or rights that arise as a result of your use of the Licensed Certification mark or any other intellectual property rights, as expressly permitted under this Agreement or any other agreement between the Parties, shall inure solely to the benefit of IATA and you hereby assign and convey such goodwill and other interests and rights to IATA without the payment of any consideration.
6. **Restrictions on Use.** You will not, at any time, whether during or after termination of this Agreement, use the Licensed Certification mark as part of your corporate, business or trading name or style nor will you apply for or obtain registration of the Licensed Certification mark or any confusingly similar mark or logo for any goods or services in any country of the world.





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7. **Infringement.** You will promptly notify IATA in writing of any threatened, suspected or actual use by any third party of IATA's Licensed Certification mark (or any similar marks) or other intellectual property rights of which you become aware or any allegation of which you become aware that the Licensed Certification mark is invalid or infringes the intellectual property rights of any third party, and you will not make any admissions in relation to the alleged invalidity, infringement or other form of attack, but shall promptly report the matter in writing to IATA. IATA will in its absolute discretion decide whether any proceedings will be instituted or defended in relation to the Licensed Certification mark and will have the exclusive conduct of any such proceedings. You will use your reasonable endeavors to assist IATA in any such proceedings. The costs and benefits of such proceedings will be borne by IATA as owner of the Licensed Certification mark.
8. **Deficiencies.** If you use the Licensed Certification mark other than in accordance with the requirements of this Agreement, or if IATA reasonably believes that your use of the Licensed Certification mark, or your manner of conducting your operations in connection with the Licensed Certification mark risks a disparagement or other loss to IATA or the Licensed Certification mark, IATA shall provide notice to you of such deficient use and a method of cure, if applicable. Without prejudice to IATA's rights in respect of such deficiency under this Agreement or at law, you shall cure the deficiency in accordance with the method of cure proposed by IATA or by some other reasonable means at your own as soon as reasonably practicable but in any event within 7 days of the occurrence of such deficiency.
9. **Term & Termination.** This Agreement shall be effective upon the date countersigned by IATA and may be terminated by you or IATA at any time. This Agreement shall terminate automatically upon your loss or relinquishment of your IATAN accreditation. Upon termination of this Agreement, you shall fully and as promptly as reasonably practicable cease all use of the Licensed Certification mark, and shall, at the option of IATA, as promptly as reasonably practicable either return to IATA all materials related to such Licensed Certification mark, or destroy such materials and certify to IATA such destruction.
10. **Indemnification.** IATA shall indemnify, defend and hold you harmless from all liabilities, losses, damages, claims, suits, recoveries, awards, judgements, executions, fines, penalties or other costs and expenses of any kind (including costs of investigation, litigation costs, court costs, expert witness fees, litigation support services costs, settlement costs and reasonable attorneys' fees), which may be made, brought or recovered by any third party against you by reason of or in any way arising out of a claim that the Licensed Certification mark infringes upon or misappropriate any intellectual property right of a third party.
11. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

